

4. This court has personal jurisdiction over Defendant Robertson. Robertson maintains offices in this district. Robertson also regularly conducts business in this district and continues to conduct extensive commercial activities within the State of Illinois. Robertson sells and offers for sale ballast products in the State of Illinois and this Judicial District.

5. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391 and 1400(b).

FACTUAL BACKGROUND

6. Plaintiff LPL and Defendant Robertson entered into several Purchase Order Agreements relating to ballasts products.

7. Each Agreement defined that payment for the Purchase Orders must be paid by Defendant Robertson within ninety (90) days of the date of the Sales Invoice.

8. Specifically, on June 23, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58255 and issued Defendant Robertson Sales Invoice 1306087 in the amount of \$7,668.00, thus fully performing its obligations under the Agreement. (Ex. 1.)

9. Defendant Robertson has failed to pay and refused to pay LPL \$7,688.00 within ninety (90) days of Sales Invoice 1306087, as obligated under the Agreement.

10. On July 2, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement Nos. 58304 and 58305 and issued Defendant Robertson Sales Invoice 1307005 in the amount of \$13,776.00, thus fully performing its obligations under the Agreement. (Ex. 2.)

11. Defendant Robertson has failed to pay and refused to pay LPL \$13,766.00 within ninety (90) days of Sales Invoice 1307005, as obligated under the Agreement.

12. On July 3, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58197 and issued Defendant Robertson Sales Invoice 1307016 in the amount of \$8,659.20, thus fully performing its obligations under the Agreement. (Ex. 3.)

13. Defendant Robertson has failed to pay and refused to pay LPL \$8,659.20 within ninety (90) days of Sales Invoice 1307016, as obligated under the Agreement.

14. On July 3, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58239 and issued Defendant Robertson Sales Invoice 1307017 in the amount of \$5240.00, thus fully performing its obligations under the Agreement. (Ex. 4.)

15. Defendant Robertson has failed to pay and refused to pay LPL \$5240.00 within ninety (90) days of Sales Invoice 1307017, as obligated under the Agreement.

16. On July 3, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58240 and issued Defendant Robertson Sales Invoice 1307018 in the amount of \$11,410.00, thus fully performing its obligations under the Agreement. (Ex. 5.)

17. Defendant Robertson has failed to pay and refused to pay LPL \$11,410.00 within ninety (90) days of Sales Invoice 1307018, as obligated under the Agreement.

18. On July 3, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58264 and issued Defendant Robertson Sales Invoice 1307019 in the amount of \$54,912.00, thus fully performing its obligations under the Agreement. (Ex. 6.)

19. Defendant Robertson has failed to pay and refused to pay LPL \$54,912.00 within ninety (90) days of Sales Invoice 1307019, as obligated under the Agreement.

20. On July 3, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58236 and issued Defendant Robertson Sales Invoice 1307020 in the amount of \$14,607.00, thus fully performing its obligations under the Agreement. (Ex. 7.)

21. Defendant Robertson has failed to pay and refused to pay LPL \$14,607.00 within ninety (90) days of Sales Invoice 1307020, as obligated under the Agreement.

22. On July 3, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58237 and issued Defendant Robertson Sales Invoice 1307021 in the amount of \$9,200.00, thus fully performing its obligations under the Agreement. (Ex. 8.)

23. Defendant Robertson has failed to pay and refused to pay LPL \$9,200.00 within ninety (90) days of Sales Invoice 1307021, as obligated under the Agreement.

24. On July 3, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58287 and issued Defendant Robertson Sales Invoice 1307022 in the amount of \$9,200.00, thus fully performing its obligations under the Agreement. (Ex. 9.)

25. Defendant Robertson has failed to pay and refused to pay LPL \$9,200.00 within ninety (90) days of Sales Invoice 1307022, as obligated under the Agreement.

26. On July 3, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58238 and issued Defendant Robertson Sales Invoice 1307023 in the amount of \$10,350.00, thus fully performing its obligations under the Agreement. (Ex. 10.)

27. Defendant Robertson has failed to pay and refused to pay LPL \$10,350.00 within ninety (90) days of Sales Invoice 1307023, as obligated under the Agreement.

28. On July 3, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58224 and issued Defendant Robertson Sales Invoice 1307024 in the amount of \$10,944.00, thus fully performing its obligations under the Agreement. (Ex. 11.)

29. Defendant Robertson has failed to pay and refused to pay LPL \$10,944.00 within ninety (90) days of Sales Invoice 1307024, as obligated under the Agreement.

30. On July 3, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58216 and issued Defendant Robertson Sales Invoice 1307025 in the amount of \$9,889.60, thus fully performing its obligations under the Agreement. (Ex. 12.)

31. Defendant Robertson has failed to pay and refused to pay LPL \$9,889.60 within ninety (90) days of Sales Invoice 1307025, as obligated under the Agreement.

32. On July 3, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58184 and issued Defendant Robertson Sales Invoice 1307026 in the amount of \$17,525.52, thus fully performing its obligations under the Agreement. (Ex. 13.)

33. Defendant Robertson has failed to pay and refused to pay LPL \$17,525.52 within ninety (90) days of Sales Invoice 1307026, as obligated under the Agreement.

34. On July 3, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58160 and issued Defendant Robertson Sales

Invoice 1307027 in the amount of \$18,642.00, thus fully performing its obligations under the Agreement. (Ex. 14.)

35. Defendant Robertson has failed to pay and refused to pay LPL \$18,642.00 within ninety (90) days of Sales Invoice 1307027, as obligated under the Agreement.

36. On July 3, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58206 and issued Defendant Robertson Sales Invoice 1307028 in the amount of \$3,712.50, thus fully performing its obligations under the Agreement. (Ex. 15.)

37. Defendant Robertson has failed to pay and refused to pay LPL \$3,712.50 within ninety (90) days of Sales Invoice 1307028, as obligated under the Agreement.

38. On July 3, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58252 and issued Defendant Robertson Sales Invoice 1307029 in the amount of \$3,712.50, thus fully performing its obligations under the Agreement. (Ex. 16.)

39. Defendant Robertson has failed to pay and refused to pay LPL \$3,712.50 within ninety (90) days of Sales Invoice 1307029, as obligated under the Agreement.

40. On July 3, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58243 and issued Defendant Robertson Sales Invoice 1307030 in the amount of \$3,778.32, thus fully performing its obligations under the Agreement. (Ex. 17.)

41. Defendant Robertson has failed to pay and refused to pay LPL \$3,778.32 within ninety (90) days of Sales Invoice 1307030, as obligated under the Agreement.

42. On July 3, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58217 and issued Defendant Robertson Sales Invoice 1307031 in the amount of \$7,470.00, thus fully performing its obligations under the Agreement. (Ex. 18.)

43. Defendant Robertson has failed to pay and refused to pay LPL \$7,470.00 within ninety (90) days of Sales Invoice 1307031, as obligated under the Agreement.

44. On July 3, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58227 and issued Defendant Robertson Sales Invoice 1307032 in the amount of \$22,410.00, thus fully performing its obligations under the Agreement. (Ex. 19.)

45. Defendant Robertson has failed to pay and refused to pay LPL \$22,410.00 within ninety (90) days of Sales Invoice 1307032, as obligated under the Agreement.

46. On July 3, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58253 and issued Defendant Robertson Sales Invoice 1307033 in the amount of \$7,209.00, thus fully performing its obligations under the Agreement. (Ex. 20.)

47. Defendant Robertson has failed to pay and refused to pay LPL \$7,209.00 within ninety (90) days of Sales Invoice 1307033, as obligated under the Agreement.

48. On July 3, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58254 and issued Defendant Robertson Sales Invoice 1307034 in the amount of \$4,288.00, thus fully performing its obligations under the Agreement. (Ex. 21.)

49. Defendant Robertson has failed to pay and refused to pay LPL \$4,288.00 within ninety (90) days of Sales Invoice 1307034, as obligated under the Agreement.

50. On July 3, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58229 and issued Defendant Robertson Sales Invoice 1307035 in the amount of \$5,440.00, thus fully performing its obligations under the Agreement. (Ex. 22.)

51. Defendant Robertson has failed to pay and refused to pay LPL \$5,440.00 within ninety (90) days of Sales Invoice 1307035, as obligated under the Agreement.

52. On July 3, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58214 and issued Defendant Robertson Sales Invoice 1307036 in the amount of \$4,694.40, thus fully performing its obligations under the Agreement. (Ex. 23.)

53. Defendant Robertson has failed to pay and refused to pay LPL \$4,694.40 within ninety (90) days of Sales Invoice 1307036, as obligated under the Agreement.

54. On July 3, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58218 and issued Defendant Robertson Sales Invoice 1307037 in the amount of \$4,694.40, thus fully performing its obligations under the Agreement. (Ex. 24.)

55. Defendant Robertson has failed to pay and refused to pay LPL \$4,694.40 within ninety (90) days of Sales Invoice 1307037, as obligated under the Agreement.

56. On July 3, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58296 and issued Defendant Robertson Sales

Invoice 1307038 in the amount of \$4,694.40, thus fully performing its obligations under the Agreement. (Ex. 25.)

57. Defendant Robertson has failed to pay and refused to pay LPL \$4,694.40 within ninety (90) days of Sales Invoice 1307038, as obligated under the Agreement.

58. On July 3, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58180 and issued Defendant Robertson Sales Invoice 1307039 in the amount of \$27,532.80, thus fully performing its obligations under the Agreement. (Ex. 26.)

59. Defendant Robertson has failed to pay and refused to pay LPL \$27,532.80 within ninety (90) days of Sales Invoice 1307039, as obligated under the Agreement.

60. On July 4, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 61625 and issued Defendant Robertson Sales Invoice 1307014 in the amount of \$4,766.40, thus fully performing its obligations under the Agreement. (Ex. 27.)

61. Defendant Robertson has failed to pay and refused to pay LPL \$4,766.40 within ninety (90) days of Sales Invoice 1307014, as obligated under the Agreement.

62. On July 6, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement Nos. 58307 & 58306 and issued Defendant Robertson Sales Invoice 1307068 in the amount of \$7,140.48, thus fully performing its obligations under the Agreement. (Ex. 28.)

63. Defendant Robertson has failed to pay and refused to pay LPL \$7,140.48 within ninety (90) days of Sales Invoice 1307068, as obligated under the Agreement.

64. On July 10, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 61626 and issued Defendant Robertson Sales Invoice 1307015 in the amount of \$4,766.40, thus fully performing its obligations under the Agreement. (Ex. 29.)

65. Defendant Robertson has failed to pay and refused to pay LPL \$4,766.40 within ninety (90) days of Sales Invoice 1307015, as obligated under the Agreement.

66. On July 13, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58222 and issued Defendant Robertson Sales Invoice 1307047 in the amount of \$4,329.60, thus fully performing its obligations under the Agreement. (Ex. 30.)

67. Defendant Robertson has failed to pay and refused to pay LPL \$4,329.60 within ninety (90) days of Sales Invoice 1307047, as obligated under the Agreement.

68. On July 13, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58247 and issued Defendant Robertson Sales Invoice 1307048 in the amount of \$4,329.60, thus fully performing its obligations under the Agreement. (Ex. 31.)

69. Defendant Robertson has failed to pay and refused to pay LPL \$4,329.60 within ninety (90) days of Sales Invoice 1307048, as obligated under the Agreement.

70. On July 13, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58256 and issued Defendant Robertson Sales Invoice 1307049 in the amount of \$10,480.00, thus fully performing its obligations under the Agreement. (Ex. 32.)

71. Defendant Robertson has failed to pay and refused to pay LPL \$10,480.00 within ninety (90) days of Sales Invoice 1307049, as obligated under the Agreement.

72. On July 13, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58248 and issued Defendant Robertson Sales Invoice 1307050 in the amount of \$11,410.00, thus fully performing its obligations under the Agreement. (Ex. 33.)

73. Defendant Robertson has failed to pay and refused to pay LPL \$11,410.00 within ninety (90) days of Sales Invoice 1307050, as obligated under the Agreement.

74. On July 13, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58258 and issued Defendant Robertson Sales Invoice 1307051 in the amount of \$5,705.00, thus fully performing its obligations under the Agreement. (Ex. 34.)

75. Defendant Robertson has failed to pay and refused to pay LPL \$5,705.00 within ninety (90) days of Sales Invoice 1307051, as obligated under the Agreement.

76. On July 13, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58308 and issued Defendant Robertson Sales Invoice 1307052 in the amount of \$14,196.00, thus fully performing its obligations under the Agreement. (Ex. 35.)

77. Defendant Robertson has failed to pay and refused to pay LPL \$14,196.00 within ninety (90) days of Sales Invoice 1307052, as obligated under the Agreement.

78. On July 13, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58270 and issued Defendant Robertson Sales

Invoice 1307053 in the amount of \$9,648.00, thus fully performing its obligations under the Agreement. (Ex. 36.)

79. Defendant Robertson has failed to pay and refused to pay LPL \$9,648.00 within ninety (90) days of Sales Invoice 1307053, as obligated under the Agreement.

80. On July 13, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58241 and issued Defendant Robertson Sales Invoice 1307054 in the amount of \$10,944.00, thus fully performing its obligations under the Agreement. (Ex. 37.)

81. Defendant Robertson has failed to pay and refused to pay LPL \$10,944.00 within ninety (90) days of Sales Invoice 1307054, as obligated under the Agreement.

82. On July 13, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58251 and issued Defendant Robertson Sales Invoice 1307055 in the amount of \$10,944.00, thus fully performing its obligations under the Agreement. (Ex. 38.)

83. Defendant Robertson has failed to pay and refused to pay LPL \$10,944.00 within ninety (90) days of Sales Invoice 1307055, as obligated under the Agreement.

84. On July 13, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58259 and issued Defendant Robertson Sales Invoice 1307056 in the amount of \$10,944.00, thus fully performing its obligations under the Agreement. (Ex. 39.)

85. Defendant Robertson has failed to pay and refused to pay LPL \$10,944.00 within ninety (90) days of Sales Invoice 1307056, as obligated under the Agreement.

86. On July 13, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58249 and issued Defendant Robertson Sales Invoice 1307057 in the amount of \$11,736.00, thus fully performing its obligations under the Agreement. (Ex. 40.)

87. Defendant Robertson has failed to pay and refused to pay LPL \$11,736.00 within ninety (90) days of Sales Invoice 1307057, as obligated under the Agreement.

88. On July 13, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58269 and issued Defendant Robertson Sales Invoice 1307058 in the amount of \$11,736.00, thus fully performing its obligations under the Agreement. (Ex. 41.)

89. Defendant Robertson has failed to pay and refused to pay LPL \$11,736.00 within ninety (90) days of Sales Invoice 1307058, as obligated under the Agreement.

90. On July 13, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58245 and issued Defendant Robertson Sales Invoice 1307059 in the amount of \$15,120.00, thus fully performing its obligations under the Agreement. (Ex. 42.)

91. Defendant Robertson has failed to pay and refused to pay LPL \$15,120.00 within ninety (90) days of Sales Invoice 1307059, as obligated under the Agreement.

92. On July 13, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58246 and issued Defendant Robertson Sales Invoice 1307060 in the amount of \$18,642.00, thus fully performing its obligations under the Agreement. (Ex. 43.)

93. Defendant Robertson has failed to pay and refused to pay LPL \$18,642.00 within ninety (90) days of Sales Invoice 1307060, as obligated under the Agreement.

94. On July 13, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58242 and issued Defendant Robertson Sales Invoice 1307061 in the amount of \$9,625.00, thus fully performing its obligations under the Agreement. (Ex. 44.)

95. Defendant Robertson has failed to pay and refused to pay LPL \$9,625.00 within ninety (90) days of Sales Invoice 1307061, as obligated under the Agreement.

96. On July 13, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58183 and issued Defendant Robertson Sales Invoice 1307062 in the amount of \$8,680.00, thus fully performing its obligations under the Agreement. (Ex. 45.)

97. Defendant Robertson has failed to pay and refused to pay LPL \$8,680.00 within ninety (90) days of Sales Invoice 1307062, as obligated under the Agreement.

98. On July 13, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58293 and issued Defendant Robertson Sales Invoice 1307063 in the amount of \$3,802.50, thus fully performing its obligations under the Agreement. (Ex. 46.)

99. Defendant Robertson has failed to pay and refused to pay LPL \$3,802.50 within ninety (90) days of Sales Invoice 1307063, as obligated under the Agreement.

100. On July 13, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58260 and issued Defendant Robertson Sales

Invoice 1307064 in the amount of \$7,807.50, thus fully performing its obligations under the Agreement. (Ex. 47.)

101. Defendant Robertson has failed to pay and refused to pay LPL \$7,807.50 within ninety (90) days of Sales Invoice 1307064, as obligated under the Agreement.

102. On July 13, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58226 and issued Defendant Robertson Sales Invoice 1307065 in the amount of \$8,572.50, thus fully performing its obligations under the Agreement. (Ex. 48.)

103. Defendant Robertson has failed to pay and refused to pay LPL \$8,572.50 within ninety (90) days of Sales Invoice 1307065, as obligated under the Agreement.

104. On July 13, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58261 and issued Defendant Robertson Sales Invoice 1307066 in the amount of \$7,209.00, thus fully performing its obligations under the Agreement. (Ex. 49.)

105. Defendant Robertson has failed to pay and refused to pay LPL \$7,209.00 within ninety (90) days of Sales Invoice 1307066, as obligated under the Agreement.

106. On July 13, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58263 and issued Defendant Robertson Sales Invoice 1307067 in the amount of \$4,460.00, thus fully performing its obligations under the Agreement. (Ex. 50.)

107. Defendant Robertson has failed to pay and refused to pay LPL \$4,460.00 within ninety (90) days of Sales Invoice 1307067, as obligated under the Agreement.

108. On July 17, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58244 and issued Defendant Robertson Sales Invoice 1307112 in the amount of \$18.25, thus fully performing its obligations under the Agreement. (Ex. 51.)

109. Defendant Robertson has failed to pay and refused to pay LPL \$18.25 within ninety (90) days of Sales Invoice 1307112, as obligated under the Agreement.

110. On July 22, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58257 and issued Defendant Robertson Sales Invoice 1307076 in the amount of \$8,659.20, thus fully performing its obligations under the Agreement. (Ex. 52.)

111. Defendant Robertson has failed to pay and refused to pay LPL \$8,659.20 within ninety (90) days of Sales Invoice 1307076, as obligated under the Agreement.

112. On July 22, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58267 and issued Defendant Robertson Sales Invoice 1307077 in the amount of \$10,480.00, thus fully performing its obligations under the Agreement. (Ex. 53.)

113. Defendant Robertson has failed to pay and refused to pay LPL \$10,480.00 within ninety (90) days of Sales Invoice 1307077, as obligated under the Agreement.

114. On July 22, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58280 and issued Defendant Robertson Sales Invoice 1307078 in the amount of \$5,240.00, thus fully performing its obligations under the Agreement. (Ex. 54.)

115. Defendant Robertson has failed to pay and refused to pay LPL \$5,240.00 within ninety (90) days of Sales Invoice 1307078, as obligated under the Agreement.

116. On July 22, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58290 and issued Defendant Robertson Sales Invoice 1307079 in the amount of \$5,240.00, thus fully performing its obligations under the Agreement. (Ex. 55.)

117. Defendant Robertson has failed to pay and refused to pay LPL \$5,240.00 within ninety (90) days of Sales Invoice 1307079, as obligated under the Agreement.

118. On July 22, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58268 and issued Defendant Robertson Sales Invoice 1307080 in the amount of \$5,705.00, thus fully performing its obligations under the Agreement. (Ex. 56.)

119. Defendant Robertson has failed to pay and refused to pay LPL \$5,705.00 within ninety (90) days of Sales Invoice 1307080, as obligated under the Agreement.

120. On July 22, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58291 and issued Defendant Robertson Sales Invoice 1307081 in the amount of \$11,410.00, thus fully performing its obligations under the Agreement. (Ex. 57.)

121. Defendant Robertson has failed to pay and refused to pay LPL \$11,410.00 within ninety (90) days of Sales Invoice 1307081, as obligated under the Agreement.

122. On July 22, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58279 and issued Defendant Robertson Sales

Invoice 1307082 in the amount of \$18,900.00, thus fully performing its obligations under the Agreement. (Ex. 58.)

123. Defendant Robertson has failed to pay and refused to pay LPL \$18,900.00 within ninety (90) days of Sales Invoice 1307082, as obligated under the Agreement.

124. On July 22, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58272 and issued Defendant Robertson Sales Invoice 1307083 in the amount of \$20,640.00, thus fully performing its obligations under the Agreement. (Ex. 59.)

125. Defendant Robertson has failed to pay and refused to pay LPL \$20,640.00 within ninety (90) days of Sales Invoice 1307083, as obligated under the Agreement.

126. On July 22, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58288 and issued Defendant Robertson Sales Invoice 1307084 in the amount of \$30,960.00, thus fully performing its obligations under the Agreement. (Ex. 60.)

127. Defendant Robertson has failed to pay and refused to pay LPL \$30,960.00 within ninety (90) days of Sales Invoice 1307084, as obligated under the Agreement.

128. On July 22, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58250 and issued Defendant Robertson Sales Invoice 1307085 in the amount of \$10,320.00, thus fully performing its obligations under the Agreement. (Ex. 61.)

129. Defendant Robertson has failed to pay and refused to pay LPL \$10,320.00 within ninety (90) days of Sales Invoice 1307085, as obligated under the Agreement.

130. On July 22, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58273 and issued Defendant Robertson Sales Invoice 1307086 in the amount of \$10,440.00, thus fully performing its obligations under the Agreement. (Ex. 62.)

131. Defendant Robertson has failed to pay and refused to pay LPL \$10,440.00 within ninety (90) days of Sales Invoice 1307086, as obligated under the Agreement.

132. On July 22, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58281 and issued Defendant Robertson Sales Invoice 1307087 in the amount of \$11,736.00, thus fully performing its obligations under the Agreement. (Ex. 63.)

133. Defendant Robertson has failed to pay and refused to pay LPL \$11,736.00 within ninety (90) days of Sales Invoice 1307087, as obligated under the Agreement.

134. On July 22, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58294 and issued Defendant Robertson Sales Invoice 1307088 in the amount of \$2,916.00, thus fully performing its obligations under the Agreement. (Ex. 64.)

135. Defendant Robertson has failed to pay and refused to pay LPL \$2,916.00 within ninety (90) days of Sales Invoice 1307088, as obligated under the Agreement.

136. On July 22, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58282 and issued Defendant Robertson Sales Invoice 1307089 in the amount of \$7,200.00, thus fully performing its obligations under the Agreement. (Ex. 65.)

137. Defendant Robertson has failed to pay and refused to pay LPL \$7,200.00 within ninety (90) days of Sales Invoice 1307089, as obligated under the Agreement.

138. On July 22, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58283 and issued Defendant Robertson Sales Invoice 1307090 in the amount of \$8,572.50, thus fully performing its obligations under the Agreement. (Ex. 66.)

139. Defendant Robertson has failed to pay and refused to pay LPL \$8,572.50 within ninety (90) days of Sales Invoice 1307090, as obligated under the Agreement.

140. On July 22, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58284 and issued Defendant Robertson Sales Invoice 1307091 in the amount of \$7,209.00, thus fully performing its obligations under the Agreement. (Ex. 67.)

141. Defendant Robertson has failed to pay and refused to pay LPL \$7,209.00 within ninety (90) days of Sales Invoice 1307091, as obligated under the Agreement.

142. On July 22, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58295 and issued Defendant Robertson Sales Invoice 1307092 in the amount of \$7,209.00, thus fully performing its obligations under the Agreement. (Ex. 68.)

143. Defendant Robertson has failed to pay and refused to pay LPL \$7,209.00 within ninety (90) days of Sales Invoice 1307092, as obligated under the Agreement.

144. On July 22, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58276 and issued Defendant Robertson Sales

Invoice 1307093 in the amount of \$9,388.80, thus fully performing its obligations under the Agreement. (Ex. 69.)

145. Defendant Robertson has failed to pay and refused to pay LPL \$9,388.80 within ninety (90) days of Sales Invoice 1307093, as obligated under the Agreement.

146. On July 22, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58285 and issued Defendant Robertson Sales Invoice 1307094 in the amount of \$9,388.80, thus fully performing its obligations under the Agreement. (Ex. 70.)

147. Defendant Robertson has failed to pay and refused to pay LPL \$9,388.80 within ninety (90) days of Sales Invoice 1307094, as obligated under the Agreement.

148. On July 22, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58262 and issued Defendant Robertson Sales Invoice 1307095 in the amount of \$4,694.40, thus fully performing its obligations under the Agreement. (Ex. 71.)

149. Defendant Robertson has failed to pay and refused to pay LPL \$4,694.40 within ninety (90) days of Sales Invoice 1307095, as obligated under the Agreement.

150. On July 22, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58286 and issued Defendant Robertson Sales Invoice 1307096 in the amount of \$7,568.64, thus fully performing its obligations under the Agreement. (Ex. 72.)

151. Defendant Robertson has failed to pay and refused to pay LPL \$7,568.64 within ninety (90) days of Sales Invoice 1307096, as obligated under the Agreement.

152. On July 22, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58297 and issued Defendant Robertson Sales Invoice 1307097 in the amount of \$7,568.64, thus fully performing its obligations under the Agreement. (Ex. 73.)

153. Defendant Robertson has failed to pay and refused to pay LPL \$7,568.64 within ninety (90) days of Sales Invoice 1307097, as obligated under the Agreement.

154. On August 13, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58303 and issued Defendant Robertson Sales Invoice 1308015 in the amount of \$34,416.00, thus fully performing its obligations under the Agreement. (Ex. 74.)

155. Defendant Robertson has failed to pay and refused to pay LPL \$34,416.00 within ninety (90) days of Sales Invoice 1308015, as obligated under the Agreement.

156. On August 13, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58299 and issued Defendant Robertson Sales Invoice 1308016 in the amount of \$17,654.00, thus fully performing its obligations under the Agreement. (Ex. 75.)

157. Defendant Robertson has failed to pay and refused to pay LPL \$17,654.00 within ninety (90) days of Sales Invoice 1308016, as obligated under the Agreement.

158. On August 13, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58289 and issued Defendant Robertson Sales Invoice 1308017 in the amount of \$20,640.00, thus fully performing its obligations under the Agreement. (Ex. 76.)

159. Defendant Robertson has failed to pay and refused to pay LPL \$20,640.00 within ninety (90) days of Sales Invoice 1308017, as obligated under the Agreement.

160. On August 13, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58278 and issued Defendant Robertson Sales Invoice 1308018 in the amount of \$20,640.00, thus fully performing its obligations under the Agreement. (Ex. 77.)

161. Defendant Robertson has failed to pay and refused to pay LPL \$20,640.00 within ninety (90) days of Sales Invoice 1308018, as obligated under the Agreement.

162. On August 13, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58271 and issued Defendant Robertson Sales Invoice 1308019 in the amount of \$17,544.80, thus fully performing its obligations under the Agreement. (Ex. 78.)

163. Defendant Robertson has failed to pay and refused to pay LPL \$17,544.80 within ninety (90) days of Sales Invoice 1308019, as obligated under the Agreement.

164. On August 13, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58302 and issued Defendant Robertson Sales Invoice 1308020 in the amount of \$12,614.40, thus fully performing its obligations under the Agreement. (Ex. 79.)

165. Defendant Robertson has failed to pay and refused to pay LPL \$12,614.40 within ninety (90) days of Sales Invoice 1308020, as obligated under the Agreement.

166. On August 13, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58301 and issued Defendant Robertson Sales

Invoice 1308021 in the amount of \$4,460.00, thus fully performing its obligations under the Agreement. (Ex. 80.)

167. Defendant Robertson has failed to pay and refused to pay LPL \$4,460.00 within ninety (90) days of Sales Invoice 1308021, as obligated under the Agreement.

168. On August 13, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58300 and issued Defendant Robertson Sales Invoice 1308022 in the amount of \$3,604.50, thus fully performing its obligations under the Agreement. (Ex. 81.)

169. Defendant Robertson has failed to pay and refused to pay LPL \$3,604.50 within ninety (90) days of Sales Invoice 1308022, as obligated under the Agreement.

170. On August 13, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58298 and issued Defendant Robertson Sales Invoice 1308023 in the amount of \$11,830.00, thus fully performing its obligations under the Agreement. (Ex. 82.)

171. Defendant Robertson has failed to pay and refused to pay LPL \$11,830.00 within ninety (90) days of Sales Invoice 1308023, as obligated under the Agreement.

172. On August 13, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58292 and issued Defendant Robertson Sales Invoice 1308024 in the amount of \$11,736.00, thus fully performing its obligations under the Agreement. (Ex. 83.)

173. Defendant Robertson has failed to pay and refused to pay LPL \$11,736.00 within ninety (90) days of Sales Invoice 1308024, as obligated under the Agreement.

174. On August 13, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58277 and issued Defendant Robertson Sales Invoice 1308025 in the amount of \$6,681.60, thus fully performing its obligations under the Agreement. (Ex. 84.)

175. Defendant Robertson has failed to pay and refused to pay LPL \$6,681.60 within ninety (90) days of Sales Invoice 1308025, as obligated under the Agreement.

176. On August 13, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58275 and issued Defendant Robertson Sales Invoice 1308026 in the amount of \$4,048.00, thus fully performing its obligations under the Agreement. (Ex. 85.)

177. Defendant Robertson has failed to pay and refused to pay LPL \$4,048.00 within ninety (90) days of Sales Invoice 1308026, as obligated under the Agreement.

178. On August 13, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58274 and issued Defendant Robertson Sales Invoice 1308027 in the amount of \$4,288.00, thus fully performing its obligations under the Agreement. (Ex. 86.)

179. Defendant Robertson has failed to pay and refused to pay LPL \$4,288.00 within ninety (90) days of Sales Invoice 1308027, as obligated under the Agreement.

180. On August 13, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58244 and issued Defendant Robertson Sales Invoice 1308028 in the amount of \$6,551.75, thus fully performing its obligations under the Agreement. (Ex. 87.)

181. Defendant Robertson has failed to pay and refused to pay LPL \$6,551.75 within ninety (90) days of Sales Invoice 1308028, as obligated under the Agreement.

182. On September 2, 2013, LPL shipped to Defendant Robertson products requested in accordance with Purchase Order Agreement No. 58235 and issued Defendant Robertson Sales Invoice 1309011 in the amount of \$20,640.00, thus fully performing its obligations under the Agreement. (Ex. 88.)

183. Defendant Robertson has failed to pay and refused to pay LPL \$20,640.00 within ninety (90) days of Sales Invoice 1309011, as obligated under the Agreement.

184. Collectively, these Agreements are referred to herein as the “Purchase Order Agreements.”

**COUNT I:
BREACH OF CONTRACT**

185. Plaintiff LPL incorporates paragraphs 1-184 as if set forth in full.

186. The Purchase Order Agreements were valid and binding contracts between Defendant Robertson and LPL.

187. LPL has performed all of its duties, promises and obligations required by LPL under the Purchase Order Agreements.

188. Under the terms of the Purchase Order Agreements, Defendant Robertson was obligated to pay the invoice within ninety (90) days of the date on the Sales Invoice.

189. Defendant Robertson has failed and refused and continues to fail and refuse, to pay LPL for the amount indicated on the Sales Invoices in compliance with the Purchase Order Agreements.

190. Defendant Robertson's failure and refusal to pay LPL in accordance with the terms of the Purchase Order Agreements constitutes a breach of the agreement.

191. Because of Defendant Robertson's breach of the Purchase Order Agreements, LPL has suffered and continues to suffer damages. Plaintiff is therefore entitled to damages of \$937,466.90.

192. LPL is also entitled to prejudgment interest under at least the Illinois Business transactions Act, 815 ILCS 205/2.

RELIEF REQUESTED

THEREFORE, Plaintiff LPL prays for judgment and relief including:

- (A) Judgment that Defendant has breached the contract between the parties;
- (B) An award of damages incurred by Plaintiff LPL due to Defendant Robertson's breach of Robertson's contracts with LPL;
- (C) An award of prejudgment interest;

(D) An assessment of costs of this action and Plaintiff LPL's attorneys' fees against Defendant Robertson; and

(E) Such other and further relief as this Court may deem just and proper.

JURY DEMAND

Plaintiff LPL demands trial by jury on all issues so triable.

Respectfully submitted,

Date: December 24, 2013

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